

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

FILED IN CLERK'S OFFICE  
U.S.D.C. Atlanta

APR 22 2021

JAMES N. PATTEN, Clerk  
By:  Deputy Clerk

**Glenford Kennard Hyatt,**

**Plaintiff,**

**v.**

**M&T Bank,**

**Lakeview Loan Servicing LLC.**

**Defendant,**

**CASE NO. 1:21-CV-0221-CC**

**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION TO  
MOVE THE COURT FOR SUMMARY JUDGEMNT BY ORDER**

COME NOW Glenford Kennard Hyatt ("Plaintiff"), as affiant by special appearance, and pursuant to Rule 12 of the Federal Rules of Civil Procedure, file this memorandum of law in support of the Plaintiffs' Motion to Move the Court For Summary Judgement By Order. This serves also as a response to Doc 15. ("DEFENDANTS' RESPONSE TO PLAINTIFF'S "MOTION TO MOVE THE COURT FOR SUMMARY JUDGMENT BY ORDER").

**I. INTRODUCTION**

Notice, upon further discovery and research, the claims made by the Plaintiff have a clear cause of action. The Defendant M&T Bank has not responded to any of the filed exhibits shown in Doc. 3 under penalty of perjury, therefore they've shown no rebuttal to such evidence, or validation of the alleged obligation of a

debt. These exhibits were delivered and proof of delivery has been submitted via Certified USPS first class mail receipts.

Furthermore, I, the Plaintiff, now mature to read and comprehend my consumer credit protection rights; whereby I, the Plaintiff, have broken prior tradition of non-questioning transactions due to ignorance or fear; whereby breaking tradition the Plaintiff has invoked their consumer right to ask questions relating to transactions nunc pro tunc, meaning now for then. The Plaintiff comes forth by special appearance invoking my right to dispute any validity of any debt obligation or alleged debt obligation arising from a transaction in commerce between Glenford Kennard Hyatt ("Plaintiff") and the Defendant(s) M&T Bank and Lakeview Loan Servicing LLC.

Pursuant to 15 USC 1692(h), I, the affiant, allege and invoke as the consumer that if Defendants cannot directly rebut the dispute of debt that I allege, then I as the consumer direct all payments nunc pro tunc to be repaid to I, the consumer.

Furthermore, I, the Plaintiff notices that Title 15 U.S. Code § 1692g ( c ) clearly states the following definition of Admission of Liability: "The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer."

## **II. FACT: Defendant M&T Bank's History of Violations of FDCPA**

The Plaintiff notes that M&T Bank has been sued previously and loss numerous cases including, but not limited to, a suit concerning “allegations that M&T Bank violated the False Claims Act by knowingly originating and underwriting mortgage loans insured by the U.S. Department of Housing and Urban Development’s (HUD) Federal Housing Administration (FHA) that did not meet applicable requirements” US. are L Kelsehenbach v. M&T Bank Corp. 13-CV-0280(S) (WD.N.Y.). , and “M&T Bank violated the Fair Debt Collection Practices Act (FDCPA) and the California Rosenthal Fair Debt Collection Practices Act” Lisa Silveira v. M&TBank, Case No. 2:19-cv-06958, in the US. District Courtfor the Central District of California. The court should not ignore the history of M&T Bank, nor its counsel which is not an eyewitness and cannot attest under oath to the validity of any alleged contract, terms, conditions, or any related elements of the enforceable aspects of the case regarding a direct debt obligation.

### **III. FACT: Defendant M&T Banks’ False Representation of an Amount of Debt**

Defendant M&T Bank has incorrect records and has misrepresented data as a non-eyewitness with a history of violating Federally protected consumer rights. In this case, Defendant violated 15 U.S.C. § 1692e(2)(A)” . Defendant’s

records should not be accepted in good faith but should be scrutinized to show good faith-based upon the history of the Defendant M&T Bank and theft ability to hire counsel willing to violate laws to commit fraud upon the court and obtain unwarranted judgements through deception and fraud. If a debt collector shows a false representation of the amount of debt that is owed, it materially violates 15 U.S.C. § 1692e(2)(A)” as well as reaffirming that this is a violation of § 1692f(1). See *Coyne v. Midland Funding L.L.C.*, 895 F.3d 1035 (8th Cir. 2018). In that case, Consumer stated a claim that Midland Funding L.L.C. violated § 1692e and § 1692f by attempting to collect interest on a credit card balance that already included interest in violation of a state law that prohibited charging of compound interest without a contractual agreement. The Eighth Circuit held that “a false representation of the amount of a debt that overstates what is owed under state law materially violates 15 U.S.C. § 1692e(2)(A)” as well as reaffirming that this is a violation of § 1692f(1). M&T Bank has falsely reported this debt to Equifax, Experian, and Transunion credit bureaus; causing further damage to the Plaintiff.

#### **IV. CONCLUSION**

The Plaintiff offers the Defendants to pay 30% of the monetary value of the relief requested due to all damages, pursuant any and all non-response, Defendant M&T Bank accepts liability by acquiescent and agrees to all

claims of which were defined in all previous mailings; as Plaintiff is seeking relief from incongruent debt obligations and upon receipt of this mailing of memorandum of support for motion for summary judgment by order, Plaintiff wishes that the Defendants satisfy all incongruences and return to the Plaintiff free and clear title of the property.

The 2<sup>nd</sup> offer the Plaintiff presents is for the Defendants to pay 50% of the monetary value of the relief requested due to all damages, pursuant any and all non-response, Defendant M&T Bank accepts liability by acquiescent and agrees to all claims of which were defined in all previous mailings; as Plaintiff is seeking relief from incongruent debt obligations and within 20 days of receipt of this mailing of memorandum in support of motion for summary judgment by order, Plaintiff wishes that the Defendants satisfy all incongruences and return to the Plaintiff free and clear title of the property within 20 days of receipt of this motion to move the court to summary judgement by order. The 3<sup>rd</sup> offer for the Defendants is to pay the Plaintiff 70% of total amount of claim, along with free and clear title of the property, and can be paid to the Plaintiff if Defendants pay damages within 30 days of receipt of this mailing . Upon Defendants reaching out for a settlement offer reasonably, The Plaintiff continues the

order for full satisfaction of claim within 45 days of this Memorandum of Support of Motion for Summary Judgement By Order.

Respectfully submitted, this 22nd day of April, 2021.

/s/ Glenford Hyatt  
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**CERTIFICATION OF COUNSEL**

I hereby certify that the foregoing document has been prepared with Times New Roman, 14 point font, one of the font and point selections approved by the Court in LR 5.1C.

/s/ Glenford Hyatt

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**CERTIFICATE OF SERVICE**

I hereby certify that on April 22<sup>nd</sup>, 2021, the foregoing document was mailed via First Class Registered Mail to the following:

Rachel R. Friedman  
BURR & FORMAN LLP  
171 Seventeenth Street, NW, Suite 1100  
Atlanta, Georgia 30363

/s/ Glenford Hyatt .  
Attorney of Fact, Propria Persona  
Glenh4480@Gmail.com